

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MERCH TRAFFIC, LLC,

Plaintiff,

v.

THE PARTNERSHIPS AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

Defendants.

No. 24-cv-01269

Judge John F. Kness

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, Merch Traffic, LLC's ("Merch Traffic" or "Plaintiff") Motion for a Preliminary Injunction against the defendants identified on Schedule A (collectively, the "Defendants") and at least using the online marketplace accounts identified therein (the "Defendant Internet Stores" or "Seller Aliases"), and this Court having heard the evidence before it, hereby GRANTS Plaintiff's Motion in its entirety.

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. "In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state)." *Am. Bridal & Prom Indus. Ass'n v. P'ships & Unincorporated Ass'ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). In this case, Plaintiff has presented screenshot evidence that each Defendant is reaching out to do business with Illinois residents by

operating one or more commercial, interactive Internet Stores through which Illinois residents can and do purchase products using counterfeit versions of the Sublime trademarks and copyrights (herein, the “Sublime Trademarks” and “Sublime Copyrights”). See Docket Nos. 17-1 and 17-2, which include screenshot evidence confirming that each Defendant Internet Store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the Sublime Trademarks and Copyrights.

THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order (“TRO”) should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Plaintiff’s previously granted Motion for a Temporary Restraining Order establishes that Merch Traffic has a likelihood of success on the merits; that no remedy at law exists; and that Merch Traffic will suffer irreparable harm if the injunction is not granted.

Specifically, Merch Traffic has proved a *prima facie* case of trademark infringement because: (1) the Sublime Trademarks are distinctive marks registered with the U.S. Patent and Trademark Office on the Principal Register; (2) the Sublime Trademarks are valid and in full force and effect; (3) Defendants are not licensed or authorized to use the Sublime Trademarks; and, (4) Defendants’ use of the Sublime Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with Merch Traffic. Additionally, Merch Traffic has proved a *prima facie* case of copyright infringement because: (1) the Sublime Copyrights are registered with the U.S. Copyright Office; and (2) Defendants are not licensed or authorized to use the Sublime Copyrights. Furthermore, Defendants’ continued unauthorized use of the Sublime Trademarks and Copyrights irreparably harms Merch Traffic through diminished goodwill and brand confidence, damage to Plaintiff’s reputation, loss of exclusivity, and loss of future sales.

Monetary damages fail to address such damage; and, therefore, Merch Traffic has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions.

Accordingly, this Court orders that:

1. Defendants, their affiliates, officers, agents, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be temporarily enjoined and restrained from:
 - a. using the Sublime Trademarks, Copyrights and/or any reproductions, counterfeit copies or colorable imitations thereof, in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Merch Traffic product or not authorized by Merch Traffic to be sold in connection with the Sublime Trademarks and/or Copyrights;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Merch Traffic product or any other product produced by Merch Traffic, that is not Plaintiff's nor produced under the authorization, control or supervision of Merch Traffic nor approved by Merch Traffic for sale under the Sublime Trademarks and/or Copyrights;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Merch Traffic, or are sponsored by, approved by, or otherwise connected with Merch Traffic;
 - d. further infringing the Sublime Trademarks and/or Copyrights and damaging Merch Traffic's goodwill;
 - e. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory

not manufactured by or for Merch Traffic, nor authorized by Merch Traffic to be sold or offered for sale, and which bear any of the Sublime Trademarks, Copyrights, and/or any reproductions, counterfeit copies, or colorable imitations thereof;

- f. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores or any other domain name or online marketplace account that is being used to sell, or is the means by which Defendants could continue to sell Counterfeit Sublime Products; and
- g. operating and/or hosting websites at the Defendant Internet Stores and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Sublime Trademarks and/or Copyrights or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Merch Traffic product or not authorized by Merch Traffic to be sold in connection with the Sublime Trademarks and/or Copyrights.

2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces, including but not limited to: AliExpress, Amazon, Ecrater, eBay, Printerval, Temu, Walmart, and Wish (collectively referred to as the “Online Marketplaces”), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts and domain name registrars, shall within five (5) business days of receipt of this Order:

- a. Disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit and infringing goods using the Sublime Trademarks and/or Copyrights, including any accounts associated with the Defendants;

- b. Disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the Sublime Trademarks and/or Copyrights; and
- c. Take all steps necessary to prevent links to the Defendant Internet Stores, identified on the Schedule A, from displaying in search results, including, but not limited to, removing links to the Defendant Internet Stores from any search index.

3. Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' websites at the online marketplace accounts or other websites operated by Defendants, including, without limitation, the Online Marketplaces, Payment Processors (as defined *infra*), advertisers, Facebook, Internet Service Providers ("ISP"), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, distributors, shippers, and domain name registrars (collectively, the "Third Party Providers") shall, within five (5) business days after receipt of such notice, provide to Merch Traffic expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:

- a. The identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
- b. The nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the online marketplace accounts, the Defendants' other Seller Aliases and/or websites, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Defendant Internet Stores and other Defendant websites;

- c. Defendants' websites and/or any online marketplace accounts;
- d. Any domain name registered by Defendants; and
- e. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, Payment Processors or other financial institutions, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

4. Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets, in an amount not to exceed \$50,000 per separate Defendant, until further ordered by this Court.

5. The Online Marketplaces and all other e-commerce platforms in privity with Defendants, and their respective related companies and affiliates, shall within five (5) business days of receipt of this Order:

- a. In an amount not to exceed \$50,000 per separate Defendant, identify and restrain funds, as opposed to ongoing account activity, in, or which hereafter are transmitted, into the online marketplace accounts related to Defendants as identified on Schedule A, as well as all funds in, or which are transmitted, into (i) any other accounts of the same customer(s), (ii) any other accounts which transfer funds into the same financial institution account(s), any of the other accounts subject to this Order; and (iii) any other accounts tied to or used by the Seller Aliases identified on Schedule A;
- b. Provide Plaintiff's counsel with all data which details (i) an accounting of the total funds restrained and the identification of the financial account(s) which the restrained funds are

related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners until after those accounts are restrained; and,

- c. Prevent the transfer or surrender of any and all funds restrained by this Order for any purpose (other than pursuant to a chargeback made pursuant to the Online Marketplace's security interest in the funds) without the express authorization of this Court.

6. The Payment Processors, including but not limited to: PayPal, Payoneer, Stripe, Amazon Payments, Alipay US, eBay, WhaleCo, Inc. d/b/a/ Temu, Walmart, ContextLogic, Inc. d/b/a Wish (collectively, the "Payment Processors") and any banks, savings and loan associations, third party payment processors, or other financial institutions, for any Defendant or any of Defendants' online marketplace accounts or websites, shall within five (5) business days of receipt of this Order:

- a. Locate all accounts and funds connected to Defendants, Defendants' online marketplace accounts or Defendants' websites, including, but not limited to, any accounts connected to the information listed in Schedule A and the email addresses associated with the Defendants that are identified by either Defendants or third parties; and,
- b. Restrain and enjoin such accounts from receiving, transferring, or disposing of any money or other of Defendants' assets until further ordered by this Court.

7. Merch Traffic may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing and service of process pursuant to Fed.R.Civ.P. 4(f)(3), by electronically publishing a link to the Complaint, this Order and other relevant documents on a website, and/or by sending an email to the email addresses provided for Defendants by third parties that includes a link to said website. The Clerk of Court is directed to

issue a single original summons in the name of “Cheap Cushion Factory Store and all other Defendants identified on Schedule A to the Complaint” that shall apply to all Defendants. The combination of providing notice via electronic publication or email, along with any notice that Defendants receive from domain name registrars and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

8. The Clerk of Court is directed to unseal any pleadings that were previously under seal.

9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on five (5) days’ notice to Merch Traffic or on shorter notice as set by this Court.

10. The ten thousand dollars (\$10,000) surety bond posted by Merch Traffic shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED in No. 24-cv-01269.

Date: October 23, 2024



JOHN F. KNESS
United States District Judge

SCHEDULE A TO THE COMPLAINT

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
1	Cheap Cushion Factory Store	aliexpress.com/store/1102752567
2	DaisyDaily Store	aliexpress.com/store/1101671648
3	FFO Home Decor Store	aliexpress.com/store/1101744289
4	FFO Official Store	aliexpress.com/store/1101739562
5	Global Canvas Poster Boutique Store	aliexpress.com/store/1102924468
6	HD poster Store	aliexpress.com/store/1101901416
7	Hoodies Factory Store	aliexpress.com/store/1101759130
8	JONSEY Store	aliexpress.com/store/1102662239
9	Luxury 5D Duvet Cover Store	aliexpress.com/store/1102082215
10	Shop1102277106 Store	aliexpress.com/store/1102278096
11	Shop1102716447 Store	aliexpress.com/store/1102719489
12	Shop1102731696 Store	aliexpress.com/store/1102731697
13	Shop110300171 Store	aliexpress.com/store/1103135201
14	Shop1103082742 Store	aliexpress.com/store/1103079733
15	Well Home Textile Fabrics Store	aliexpress.com/store/1102036604
16	You Socks Store	aliexpress.com/store/1102409037
17	Alex International Shop	amazon.com/sp?seller=A32JAB62EVDP4H
18	chengdugaifeiqingshangmaoyouxiang ongsi	amazon.com/sp?seller=A22TYUQLILXZEA
19	Diamond Project	amazon.com/sp?seller=A1SI8ONAZR72UL
20	Fenxxxl	amazon.com/sp?seller=A29GB6PU96HSBW
21	guangzhoukaiyikejiyouxian	amazon.com/sp?seller=AUSU84CSLU18M
22	hardware store 112	amazon.com/sp?seller=A3M1NZ7UKPBPVN
23	KWX INC	amazon.com/sp?seller=A1PD6XIO9DX3HM
24	lianxiqufanxibaihuodian	amazon.com/sp?seller=A74Q5BKO1L0P4
27	PROCORE STORE	amazon.com/sp?seller=A3MUYMCD68NMVM
28	ququwangwang	amazon.com/sp?seller=A2DR271JF6W2LT

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
29	TTRU DESIGN	amazon.com/sp?seller=AVH1E44OLVF43
30	Xiezb Store	amazon.com/sp?seller=A1LXIAWPVOLQ6O
32	2015.sibor	ebay.com/usr/2015.sibor
33	audyvo-0	ebay.com/usr/audyvo-0
34	beyondmarket_14	ebay.com/usr/beyondmarket_14
35	cq-lucky	ebay.com/str/cqlucky
36	deez_online_store	ebay.com/usr/deez_online_store
37	eMoonThrifty	ebay.com/str/emoonthrifty
38	FreddyStore45	ebay.com/str/freddystore45
39	rogriodac_0	ebay.com/usr/rogriodac_0
40	THE.SHOP.CIRCUIT	ebay.com/usr/shop.circuit
41	Teeskull	ebay.com/str/teehauswear
42	zaintal32 Store	ebay.com/str/zaintal32store
43	charissashop	https://charissashop.ecrater.com/
44	simarke	https://simarke.ecrater.com/
45	tomifranklin1983	https://tomifranklin1983.ecrater.com/
46	unikue	https://unikue.ecrater.com/
47	Bryan Wallace	https://printerval.com/shops/bryan-wallace
48	DanieAndrade	https://printerval.com/shops/danieandrade
49	DaviZhang	https://printerval.com/shops/davizhang
50	ElectriLinda kane	https://printerval.com/shops/electrilinda-kane
51	Gaurav Chaudhari	https://printerval.com/shops/gaurav-chaudhari
52	Golam Sarwar	https://printerval.com/shops/golam-sarwar
53	Greg Gilbert	https://printerval.com/shops/greg-gilbert
54	Isabel Ramos	https://printerval.com/shops/isabel-ramos
55	Lisette Turkey Doro	https://printerval.com/shops/lisette-turkey-doro-s3522
56	Matthew Pondiscio	https://printerval.com/shops/matthew-pondiscio
57	Mr Thuntubele	https://printerval.com/shops/mr-thuntubele

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
58	Ratts Tyerel	https://printerval.com/shops/ratts-tyerel-s592
59	Switzerland	https://printerval.com/shops/switzerland-s1793
61	DRESDNSWALLART	temu.com/dresdnswallart-m-634418211515792.html
63	FIOXO	temu.com/fioxo-m-251414362194.html
64	HELENS Clothing	temu.com/helens-clothing-m-4243581173207.html
67	Luhuman	temu.com/luhuman-m-4888232994777.html
68	Minhwa Art	temu.com/minhua-art-m-4835680674378.html
69	Search me now	temu.com/search-me-now-m-3484117269212.html
70	Ur Focus	temu.com/ur-focus-m-3875847257070.html
71	WJORATA	temu.com/wjorata-m-4097414873891.html
73	Jinan Yuanke Trading Co., Ltd.	walmart.com/seller/101300954
75	Wanning Langrun Co., Ltd.	walmart.com/seller/101308552
76	Yanxin Joy	walmart.com/seller/101296728
77	echuang_ltd	wish.com/merchant/5dda7d40bcf24845e088d096
78	happy hong	wish.com/merchant/5b51839ab419d51c086c64cb
79	huanyugaoke	wish.com/merchant/59be008d8696be6b46ecd01f
80	Humengmeng25536	wish.com/merchant/5e70bf8f29e786346e97949f
81	PathumWan-Wear	wish.com/merchant/601ebd7e480971a160c6d6f1
82	Vittorio	wish.com/merchant/648fc9abfcc1100b25e1bb83
83	yulili1212	wish.com/merchant/59ca585821064f4986d39002
84	zhangxiaojian5774	wish.com/merchant/5ebe1dc510c35c14068d75f1
85	Army Merch Shop	armymerch.shop
86	BrightRoomy	brightroomy.com

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
87	Dreamrooma	dreamrooma.com
88	Fadogear	fadogear.com
89	FamilyLoves.com	familyloves.com
90	HanFantasy	hanfantasy.com
91	Inktee Store	inkteeshop.com
92	STOREPA	storepa.com